

US
CUSTOMS AND BORDER
PROTECTION

RFQ-

HSBP1014Q0078

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 20079164		PAGE OF PAGES 1 2	
OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30							
2. CONTRACT NO.		3. AWARD/EFF. DATE TBD		4. ORDER NUMBER		5. SOLICITATION NUMBER HSBP1014Q0078	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Shaun G. Saad		b. TELEPHONE NUMBER (No collect calls) (b) (6)		6. SOLICITATION ISSUE DATE 06/06/2014	
9. ISSUED BY CODE 7014		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 541512 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$23.5 MILLION		8. OFFER DUE DATE/LOCAL TIME 07/11/2014 5PM	
DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE		DELIVERY DATE TBD		16. ADMINISTERED BY CODE			
See Attached Delivery Schedule				DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229			
17a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
				DHS - Customs & Border Protection National Finance Center PO Box 68908 Indianapolis IN 46268			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10	Project Specialist			1.000	EA		
20	Project Specialist			1.000	EA		
30	Sr. Applications Programmer			1.000	EA		
40	Sr. Project Specialist			1.000	EA		
50	Sr. Project Specialist			1.000	EA		
60	Sr. Project Specialist			1.000	EA		
25. ACCOUNTING AND APPROPRIATION DATA TBD						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$0.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Shaun G. Saad			

Proposal Preparation and Submission Instructions

General Information

Vendor selection for this acquisition, entitled Stats and Data Integrity, will be conducted under the Department of Homeland Security's department-wide (Technical, Acquisition and Business Support Services (TABSS) contract, Domain 1 (Program Management, Engineering and Technology Support Services), Track 1 (unrestricted).

A Best Value Approach will be used for the source selection and one vendor will be selected for award. The required services are currently being performed under contract. The scope of the current contract is identical to the scope that is outlined in this current solicitation. SRA International, Inc. is the incumbent firm.

Proposal Preparation Instructions

Technical and price proposals shall be separate documents and consist of the following tabs: NOTE: While the technical proposal must not contain any reference to cost, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be provided so that the contractor's understanding of the requirements may be evaluated.

Offeror's shall prepare proposals and provide all required information in accordance with the table below and subsequent instructions included herein. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and will be discarded if submitted as part of the Offeror's proposal. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Volume	Volume Title	Page Limit
I	Price/Business	No Limit
II (Section 1)	Technical	2 (1 front and back)
II (Section 2)	Technical	14 (7 front and back)
II (Section 3)	Technical	No Limit

Proposals in soft copy [electronic media, (thumb drive, CD ROM, or DVD)] format shall be submitted in one of the following two (2) ways:

1.
 - One (1) CD, Thumb Drive, or DVD for Volume I
 - One (1) CD, Thumb Drive, or DVD for Volume II (both Volume II soft copies shall include Sections I, II and III. See above).
2.
 - Email to (b) (6) (There is a 10MB limit so separate emails may need to be submitted)

Hard copies shall be submitted as follows:

- 1 original
- 3 copies of the original

Page Limitations: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be evaluated. Instead, they will be removed and retained in the solicitation file. When both sides of a sheet display print material, it shall be counted as two (2) pages. Each page shall be counted except for the following:

Cover Pages
Tables of Contents
Glossaries
Acronym List
Titled Tab Pages
Resumes of Key Personnel
All Past Performance Content
Position/Job Description
Divider Sheets to Separate Proposal Sections

Cross Referencing: Each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal.

Indexing: Each volume shall contain a detailed Table of Contents to delineate the contents within the volume.

Glossary of Abbreviations and Acronyms: If abbreviations and acronyms are used in Volume II - Technical Proposal, include a glossary that contains a listing of all abbreviations and acronyms used with an explanation for each.

Page Size and Format: Text shall be single-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. 11" x 17" sized fold-out pages may be used for tables, charts, graphs, or pictures that cannot be legibly presented on 8 1/2" x 11" paper. An 11" x 17" printed on one side is a two sheet equivalent (with regards to the page count limitations). Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Tabbing: Offeror shall separate all Tabs and sections within the Price and Technical Proposals with a titled cut sheet.

Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

VOLUME 1 – PRICE PROPOSAL

This part of the proposal shall include details for all resources required to accomplish the requirements, e.g., labor hours, rates, travel, incidental equipment, etc. The price proposal shall identify and map labor categories between the Offeror's labor categories and the categories described in the SOW and must be submitted in accordance with the labor rates of the basic TABSS contract. There is no GFE and/or GFI required for task performance. Cost or pricing information is not required. Offerors must list and describe any assumptions or exceptions taken as a response to the requirement.

The Business Management Information - Cost/Price Proposal shall be submitted in one original and one (1) copy.

Section/Tab 1 - Signed Proposal

The Standard Form 1449 is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 1449. The same concept pertains to any Amendments (SF30) issued under the solicitation. The Contractor's offer and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

(a) One (1) originally executed copy of Standard Form 1449 and any Amendments (SF30).

- (b) The SF 33 and any Amendments (SF30) must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 1449.
- (c) UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 1449 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED SOLICITATION AND PROPOSAL PACKET. Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

Section/Tab 2- Schedule B

A completed **Schedule B** shall be completed in accordance with Section 1 of the Terms and Conditions.

The Offeror's price proposal shall include a completed Section B Schedule of Supplies/Services. All Contract Line Items shall be offered in order for the Offeror to be considered for award.

Section/Tab 3 – Exceptions

Any exceptions taken with respect to the clauses in the solicitation shall be noted. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning.

VOLUME II - TECHNICAL PROPOSAL

The Technical Proposal shall be submitted in an original and four (4) copies. This volume must not contain any reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the requirements may be evaluated.

The Technical Proposal shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal satisfies the Statement of Work (SOW) provided by the Government in this solicitation. To this end, the Technical Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation.

Proposals which merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document, or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award. The Contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

This volume shall consist of the following (failure to do so may result in the rejection of the proposal as non-compliant):

Section/Tab 1 - Transmittal Letter

A letter that formally transmits the technical proposal and states in general terms how the Offeror meets the solicitation requirements. This letter shall not exceed two (2) pages.

Section/Tab 2 - Technical Approach

The Technical Approach should be in as much detail as the Offeror considers necessary to fully explain their proposed technical approach or method and must demonstrate a clear and concise understanding of the nature of the work being undertaken. The Technical Approach shall identify areas of technical risk and provide narrative details and examples of

how to manage and mitigate those risks. Technical risk involves any proposed approaches that have the potential for disruption of schedule, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance.

The Offeror should state all assumptions, exceptions, and deviations at the end of this section. For every instance where the Offeror does not propose to comply with or agree to a requirement, the Offeror shall propose an alternative and describe its reasoning.

Technical proposals submitted in response to this RFP must be prepared and tabbed in the format described below. Failure to do so may result in the rejection of the proposal as non-compliant. Legibility, clarity and completeness are important.

Tab 2A – Program Management Approach

This Tab shall include, at a minimum, the following subject areas to describe the Offeror's overall approach, information management and program control, business relations and communications and transition planning:

Overall approach - The Offeror shall provide a detailed description of the organization; roles, responsibilities and functions, risk management; and scheduling. This includes, but is not limited to:

- A description of the functional organization that is to provide complete contract management.
- A detailed program schedule indicating key milestones from date of contract award through contract completion.
- The program management structure and the tools available for implementation of the program from a management standpoint.
- The identity of and the authority of the Program Manager.
- Subcontracting arrangements shall be described, in terms of identifying major subcontractors and their relevant experience with similar projects, as well as any previous experience of the Offeror working with that subcontractor previously.

Information Management and Program Control – The Offeror shall provide a detailed description of the systems and processes used to capture and report business activity. This includes but is not limited to:

- A description of any reports to be generated under this contract. Sample reports may be provided in Section 3 and do not count against the overall page limitation.

Business Relations and Communications– The Offeror shall provide a detailed description of the business relations, communications and partnering approach between the Offeror and subcontractors and the Offeror and Government (i.e. company name of each subcontractor, or the individual name in the case of independent consultants; names of each subcontractor corporate officers; name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and the scope of work to be performed by each subcontractor employee).

Transition Planning – The Offeror shall describe the strategy and approach to full implementation and assumption of full operational responsibility for all requirements contained in the solicitation requirements. This description will include the Offeror's approach to achieving complete mobilization, training, and orientation of the work force in a period not to exceed 90 days of contract award. In addition, the plan must address how the contractor will transfer the functions to a new contractor, or upon termination, transfer the functions back to the Government.

Tab 2B – Staffing Management

This Tab shall include, at a minimum, the following subject areas:

Capability – The Offeror shall provide a detailed description of the workforce by identified labor skill categories; hiring criteria including education and professional experience.

Key Personnel – The Offeror shall provide the resumes of key personnel candidates. Resumes shall include the required education, professional experience, accomplishments and other relevant information. The resumes should be no longer than 2 pages in length; may be provided in Section 3 and do not count against the overall page limitation. The approximate percentage of time each individual will be available for this project must be included.

Tab 2C - Past Performance

Using Past Performance Questionnaires (**Attached to this solicitation**); each offeror shall submit a maximum of 3 questionnaires which have been completed by different references for different contracts and projects. Each completed questionnaire shall be submitted by only the Evaluator (not the offeror) in a sealed envelope or via email to (b) (6)

In addition to the questionnaires, offerors must include information sufficient to identify and describe not only the projects identified in the questionnaires, but also any other relevant current and/or previous experience in industry or government (Federal, State, or local) for similar projects, such that the following criteria can be evaluated.

- Project or contract title
- Contract number
- Contract type
- Quality of product or service
- Timelines of performance
- Customer satisfaction
- Key personnel past performance
- Cost control
- Business practices
- Date of contract award, period of performance, and place of performance
- Total contract value (including options)
- Contracting agency or firm, with address, Contracting Officer, facsimile and telephone numbers
- Address, facsimile number and telephone number of the contracting officer and contracting officer's representative
- List of major subcontractors on the project (\$500,000 or more)
- List of major problems/corrective action, if any
- Quality certifications/award (Identify appropriate office receiving award)
- If this is a subcontract, please provide the name of the prime contractor and the name of the contract administrator with address, telephone, and facsimile numbers

The Government may use Past Performance information obtained from other than the sources identified by the Offeror. This includes the Department of Defense's Past Performance Information Retrieval System (PPIRS) (<https://www.ppirs.gov>) and any other available sources. Information will be used for both the responsibility determination and best value determination. All references provided by the Offeror may not be contacted by the Government.

SOLICITATION QUESTIONS

The Government will entertain questions for this solicitation until 12:00PM, Washington, DC local time, on June 16, 2014. All questions shall be submitted in writing via email to the following email address (b) (6). When submitting questions, the Offeror shall include in the subject line of the email the solicitation number. Telephonic questions related to this solicitation will NOT be entertained. Responses to all questions and clarifications that need a response and are received by the deadline will be sent via an Amendment to the solicitation. Responses will be sent to all vendors as soon as possible after the June 16, 2014 deadline.

SUBMISSION OF OFFERS

Proposals are due no later than 5:00 p.m. EDT, July 11, 2014.

Hard copies shall be submitted as follows:

Offers submitted via US Mail, FedEx or UPS shall be submitted to the following address:

U.S. Customs and Border Protection
Procurement Directorate
ATTN: Shaun G. Saad
1300 Pennsylvania Ave, NW, NP 1310
Washington, DC20229

Offers submitted via courier shall be submitted to the following address:

U.S. Customs and Border Protection
Procurement Directorate
ATTN: Shaun G. Saad
1331 Pennsylvania Ave, NW
Suite 1310
Washington, DC20229

Couriers or personnel making hand deliveries must sign in at the Building Security Station at the address above prior to proceeding to Suite 1310.

The Offeror's submittal is considered to be timely if the proposal makes it to CBP's Consolidated Remote Delivery Site (CRDS) mailing facility on time. This is the facility where packages are scanned for security reasons. As such, the Offerors' proposal may be delivered by CRDS to the Contract Specialist after the due date and will still be considered on time.

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SECTION I SCHEDULES**I.1 SCHEDULE OF SUPPLIES/SERVICES****Base Period**

Item Number	Labor Position	Hours	Rate	Amount
00010	Project Specialist	2080	\$	\$
00020	Project Specialist	2080	\$	\$
00030	Sr. Applications Programmer	2080	\$	\$
00040	Sr. Project Specialist	2080	\$	\$
00050	Sr. Project Specialist	2080	\$	\$
00060	Sr. Project Specialist	2080	\$	\$
00070	Overtime (not to exceed)	-		\$ 20,000
00080	Travel (not to exceed)	-		\$ 15,000

SUBTOTAL BASE PERIOD

\$

Option Period 1

Item Number	Labor Position	Hours	Rate	Amount
10010	Project Specialist	2080	\$	\$
10020	Project Specialist	2080	\$	\$
10030	Sr. Applications Programmer	2080	\$	\$
10040	Sr. Project Specialist	2080	\$	\$
10050	Sr. Project Specialist	2080	\$	\$
10060	Sr. Project Specialist	2080	\$	\$
10070	Overtime (not to exceed)	-		\$ 20,000
10080	Travel (not to exceed)	-		\$ 15,000

SUBTOTAL OPTION PERIOD 1

\$

Option Period 2

Item Number	Labor Position	Hours	Rate	Amount
20010	Project Specialist	2080	\$	\$
20020	Project Specialist	2080	\$	\$
20030	Sr. Applications Programmer	2080	\$	\$
20040	Sr. Project Specialist	2080	\$	\$
20050	Sr. Project Specialist	2080	\$	\$
20060	Sr. Project Specialist	2080	\$	\$
20070	Overtime (not to exceed)	-		\$ 20,000
20080	Travel (not to exceed)	-		\$ 15,000

SUBTOTAL OPTION PERIOD 2

\$

Option Period 3

Item Number	Labor Position	Hours	Rate	Amount
30010	Project Specialist	2080	\$	\$
30020	Project Specialist	2080	\$	\$
30030	Sr. Applications Programmer	2080	\$	\$
30040	Sr. Project Specialist	2080	\$	\$
30050	Sr. Project Specialist	2080	\$	\$
30060	Sr. Project Specialist	2080	\$	\$
30070	Overtime (not to exceed)	-		\$ 20,000
30080	Travel (not to exceed)	-		\$ 15,000

SUBTOTAL OPTION PERIOD 3

\$

TOTAL ESTIMATED CONTRACT VALUE

\$

I.2 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	9/1/2014

SECTION II CONTRACT CLAUSES**II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
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II.2	52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
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II.3	52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
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II.4	52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
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II.5	52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) ALTERNATE I (AUG 2012)
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II.6	52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
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II.7	52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION (FEB 2007)
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II.8	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014)
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

- [] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- [] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- [Click here to enter text.] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- [] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)
- [] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- [] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- [] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [] (13) [Reserved]
- [] (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - [] (ii) Alternate I (NOV 2011).
 - [] (iii) Alternate II (NOV 2011).
- [] (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - [] (ii) Alternate I (OCT 1995) of 52.219-7.
 - [] (iii) Alternate II (MAR 2004) of 52.219-7.
- [] (16) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).
- [] (17) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
 - [] (ii) Alternate I (OCT 2001) of 52.219-9.
 - [] (iii) Alternate II (OCT 2001) of 52.219-9.
 - [] (iv) Alternate III (JUL 2010) of 52.219-9.
- [] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [] (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - [] (ii) Alternate I (JUN 2003) of 52.219-23.
- [] (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (23) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- ☐ (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-15, Energy Efficiency in Energy--Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, IEEE 1689 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- ☐ (41) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
 - ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
 - ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ☐ (46) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
 - ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
 - ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☒ (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ☐ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ☐ (52) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).
 - ☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- ☐ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq).
 - ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
 - ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - [] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

II.9 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) *Treatment of Certain Rights.*
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
- (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
- ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

II.10 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

[X] 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses.*

☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☒ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

☒ 3052.204-71 Contractor Employee Access.

☐ Alternate I

☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☒ 3052.209-73 Limitation on Future Contracting.

☒ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

☐ 3052.219-70 Small Business Subcontracting Plan Reporting.

☐ 3052.219-71 DHS Mentor Protégé Program.

☐ 3052.228-70 Insurance.

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☒ 3052.242-72 Contracting Officer's Technical Representative.

☐ 3052.247-70 F.o.B. Origin Information.

☐ Alternate I

☐ Alternate II

☐ 3052.247-71 F.o.B. Origin Only.

☒ 3052.247-72 F.o.B. Destination Only.

(End of clause)

II.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

II.12 CONTRACT TYPE (OCT 2008)

This is a Labor Hour Type contract.

[End of Clause]

II.13 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.14 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) U.S. Customs and Border Protection
Commercial Accounts Section
6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "***Per CBP, Net [state # days] Invoice***".

- (2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*
DHS/U.S. Customs and Border Protection
Attention:

OR email:

- (3) Contracting Officer's Representative (COR) *[fill in at time of award]*
DHS/U.S. Customs and Border Protection
Attention:

OR email:

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be

sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
 - ii. Invoice date and invoice number.
 - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;

- iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

II.15 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.16 SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COR). The COR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COR. The Contractor shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who

require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).

2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquiries, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.

5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

II.17 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

II.18 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

II.19 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)

The contract term shall be for a period of one year from the date of award, subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

[End of Clause]

II.20 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be for a 12 month base period plus three (3) twelve (12) month option periods, as follows:

Base Period-	1 Sep 2014 to 31 Aug 2015
Option Period One -	1 Sep 2015 to 31 Aug 2016
Option Period Two -	1 Sep 2016 to 31 Aug 2017
Option Period Three -	1 Sep 2017 to 31 Aug 2018

The above dates are subject to change at time of award.

[End of Clause]

II.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months (not including the exercise of 52.217-8).

(End of clause)

II.22 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the effective period's expiration date.

(End of clause)

II.23 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this

contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Project Specialist (2)
- Sr. Project Specialist (3)
- Sr. Applications Programmer (1)

(End of clause)

II.24 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

II.25 TRAVEL COSTS (AUG 2008)

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Statement of Work
Past Performance Questionnaires

SECTION III SOLICITATION PROVISIONS

III.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

III.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUL 2013)

III.3 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-- COMMERCIAL ITEM ACQUISITION (FEB 2007)

III.4 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

III.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

III.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor Hour type contract resulting from this solicitation.

(End of Provision)

III.7 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012)

(a) *Definitions.* As used in this provision--

“Person”--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- (d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

III.8 3052.209-79 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW OR UNPAID FEDERAL TAX LIABILITY (FEB 2014) (DHS FAR CLASS DEVIATION 14-02)

- (a) In accordance with sections 561 and 562 of Division F, Title V of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), none of the funds made available by that Act may be used to enter into a contract with any corporation that:
- (1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agency, and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered

suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

- (1) It is ☐ is not ☐ a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months.
- (2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (c) If the offeror represents in (b) above that it is a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, or that it is a corporation that has unpaid Federal tax liability that has been assessed, the offeror shall provide all information related to the felony or tax liability within 3 business days of the Government's request.

(End of Provision)

III.9 EVALUATION CRITERIA (JUN 2007)

Major categories considered in the evaluation of proposals are as follows:

Technical (Non-Cost)

This group of non-cost factors/subfactors will be assessed on an adjectival basis.

Past Performance (Non-Cost)

This group of non-cost factors/subfactors will be assessed on an adjectival basis.

Cost/Price

The cost/price proposal will be evaluated to determine that prices are fair and reasonable. A point score rating will not be used.

Evaluation Factors:

Evaluation of the "Technical" portion of the proposal will be based on the following factors:

The evaluation factors and sub-factors for this award are as follows:

Factor 1 – Technical Approach

The technical approach factor focuses on the Offeror's technical solution, approach, capabilities, and general understanding of the requirement to assess how the proposal satisfies the Statement of Work (SOW) provided by the Government in this solicitation. The technical factor and its sub-factors will be rated adjectivally. Technical risk related to the technical factor and sub-factors will also be assessed adjectivally per the definitions set forth in this provision.

Sub-factor 1.1 – Program Management

The program management sub-factor evaluates the Offeror's overall approach, information management and program control, business relations and communications, and transition planning.

-- Overall approach

The overall approach criteria evaluates the organization; roles, responsibilities, functions, risk management and scheduling.

– Information Management and Program Control

The information management and program control criteria evaluates the adequacy of systems and processes to capture and report business activity and performance metrics that are accurately and timely; auditable for certification, security and verification of data; and compatible with government systems.

– Business Relations and Communications

The business relations and communications criteria evaluates the adequacy of business relations, communications and partnering approach between the Offeror and subcontractors and the Offeror and Government.

– Transition Plan

The Transition Plan criteria evaluates the adequacy of the Offeror's strategy and approach to full implementation and assumption of full operational responsibility for all requirements contained in the solicitation requirements. This assessment will include an evaluation of the sufficiency of the Offeror's mobilization, training, and orientation of the work force. In addition, an evaluation will be made of the Offeror's approach to transfer the functions to a new contractor at the end of the contract period of performance, or upon termination of the contract, transfer the functions back to the Government.

Sub-factor 1.2 – Staffing Management

The staffing capability sub-factor evaluates the Offeror's capability and key personnel.

– Capability

The capability criteria evaluates the workforce by identified labor skill categories and hiring criteria including education and professional experience in relation to the technical requirements as outlined in the SOW.

– Key Personnel

The key personnel criteria evaluates the adequacy of resumes of key personnel candidates include the required education, professional experience, accomplishments and other relevant information.

Factor 2 – Past Performance

The past performance factor focuses on the Offeror's experience and expertise in providing the same or similar services as well as the Offeror's performance for effectiveness and overall satisfactory performance. The information presented in the Offerors proposal, combined with information from any other sources available to the government (e.g. Contractor Performance Assessment Rating System (CPARS) to identify past performance reports or Past Performance Information Retrieval System

(PPIRS)) may provide input for the evaluation of this factor. The past performance factor and subfactors will be rated adjectivally.

Sub-factor 2.1 – Relevance

The relevance sub-factor evaluates the Offerors past business ventures for experiences that are similar in scope and size to those requirements identified in the SOW. A lack of relevant past performance will be evaluated as “neutral” under this sub-factor.

Sub-factor 2.2 – Effectiveness

The effectiveness sub-factor evaluates the Offerors past business performance for effectiveness and overall satisfactory performance. A confidential evaluation form will be sent to the Contracting Officer for those contracts identified by the Offeror, asking them to complete the past performance evaluation form on behalf of the Offeror. A lack of past performance will be evaluated as “neutral” under this sub-factor.

Definitions/Evaluation Ratings

For evaluation purposes the following definitions apply:

1. Clarification-- Limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated.
2. Strength-- An element of the proposal which exceeds a requirement of the solicitation in a beneficial way to the Government.
3. Weakness-- A flaw in the proposal that increases the likelihood of unsuccessful contract performance.
4. Significant Weakness-- A flaw in the proposal that appreciably increases the likelihood of unsuccessful contract performance.
5. Deficiency-- A material failure of the proposal to meet a requirement or a combination of significant weaknesses that increase the likelihood of unsuccessful performance to an unacceptable level.
6. Risk-- The probability of an undesirable event occurring and the significance of the consequence of that occurrence and its attendant probability and impact.
7. Proposal Risk-- Likelihood to cause a disruption of schedule, increase in cost, or degradation of performance.
 - a. Low Risk - Has little or no potential to cause disruption of the program, increase in cost, or degradation of performance. Normal contractor effort should overcome difficulties.
 - b. Moderate Risk -Potential to cause some disruption of the program, increase in cost, or degradation of performance. However, special emphasis shall most likely allow the contractor to overcome difficulties
 - c. High Risk - Likely to cause significant or serious disruption of program, increase in cost, or degradation of performance even with special emphasis
8. Performance Risk - Those risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of current or past performance.

Adjectival Ratings – for Management and Technical Approach Factors

The Technical Approach factor and sub-factors shall be rated for merit and risk. The difference between “Merit” ratings and “Risk” assessment as “Merit” being the assessment of how well the proposal complied with the performance requirements of the RFP, and “Risk” being the probability of an undesirable event occurring and the significance of the consequence of that occurrence and its attendant probability and impact on the program. It also includes the likelihood of harm or possibility of loss coming from an event. As such, “Risk” will be used to assess the likelihood that a proposal will deliver the promised merit, and that the overall technical rating will assess the likely performance generated by the combined effects of merit and risk. For example, a sub-factor, which may initially be considered “Excellent”, may have a proposal risk of moderate to high. The Government would apply a risk adjustment to the rating for that sub-factor, which could bring the final rating down to a “Very Good” or even lower.

The Government reserves the right to rate a factor, or sub-factor, at the level that best reflects the overall merit of the factor, or sub-factor, under consideration. For example, a factor, whose sub-factors are assigned “Very Good” ratings and “Marginal” ratings, may receive an overall rating of “Very Good” or “Acceptable” or “Marginal”. The determination of which overall rating is appropriate shall ultimately be based on which of the ratings most accurately reflects the totality of the factor, or sub-factor, in the reasoned judgment of the evaluators.

The Technical Approach factor and Sub-Factors shall be assessed based on the following adjectival ratings:

Excellent – The proposal significantly exceeds most performance requirements. Response exceeds a “Very Good” rating, and weaknesses, if any, are extremely minor and acceptable. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that the highest level of performance is anticipated.

Very Good – The proposal exceeds some performance requirements. Response exceeds an “Acceptable” rating, and any weaknesses are minor and acceptable. The areas in which the Offeror meets the requirements are anticipated to result in a high level of performance.

Acceptable – The proposal meets all of the performance requirements. Weaknesses are limited but may take discussions to resolve; however, they are offset by strengths in other areas. The areas in which the Offeror meets the requirements are anticipated to result in an adequate level of performance.

Marginal—The proposal does not meet some of the performance requirements. Response exceeds an “Unacceptable” rating, and contains many weaknesses and/or some deficiencies whereby an inadequate level of performance is anticipated to result. Discussions would be required to resolve the weaknesses or deficiencies in order to become “Acceptable”.

Unacceptable – The proposal has many deficiencies and/or many omissions. The Offeror has failed to understand the requirements to provide a compliant and logical approach to the performance requirements.

The Government reserves the right to eliminate any proposals assessed with an Unacceptable rating for the overall Technical Approach factor.

Past Performance shall be rated as follows:

Past performance analysis provides insight into an offeror's probability of successfully completing the solicitation requirements based on the offeror's performance record on similar contract efforts. This risk is assessed through evaluation of the offeror's past performance.

The Government uses the past performance record to demonstrate that the offeror possesses the skill and experience to perform well and achieve the performance requirements on the new contract.

Rating System for Evaluation of Past Performance Factors	
Rating	Definition
Neutral	No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment. No risk rating assigned.
Superior	Based on an offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort. Low risk.
Satisfactory	Based on an offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort. Moderate risk.
Unsatisfactory	Based on an offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort. High risk.

An evaluation team has been established by U.S. Customs and Border Protection to rate the technical proposals (i.e., those major categories). Each member of the team will evaluate each proposal in accordance with the technical evaluation factors/subfactors stated below to determine if the proposal is acceptable. Full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be conducted in an equal manner.

A separate evaluation team has been established to evaluate the cost or price proposal. The evaluation will be conducted as detailed in the provision entitled "COST OR PRICE EVALUATION" contained in this solicitation.

Also see provisions entitled "RELATIVE IMPORTANCE OF EVALUATION FACTORS" and "BASIS OF AWARD (TRADE-OFF ANALYSIS)" contained in this solicitation.

[End of Provision]

III.10 RELATIVE IMPORTANCE OF EVALUATION FACTORS (JUN 2007)

Award will be made to that responsible offeror whose proposal provides the combination of criteria offering the best overall value to the Government.

For this solicitation, the major evaluation factors are

- Technical (Non-Cost, Factor 1)

- Past Performance (Non-Cost, Factor 2)
- Cost/Price (Factor 3)

Factor 1 is more important than Factor 2 and Factor 3 combined.

Factor 2 is more important than Factor 3.

Factor 1 and Factor 2 combined are significantly more important than Factor 3.

When a factor is divided into sub-factors, each sub-factor is of equal importance within that factor.

All evaluation factors/subfactors contained under the major categories identified above as "Non-Cost" (see provision entitled "Evaluation Criteria" contained in this solicitation), when combined, are significantly more important than Cost/Price. The Technical Merit rating and Technical Risk rating are of equal value within the process of development of the overall technical evaluation. The Government is more concerned with obtaining superior technical/performance capability (represented by the non-cost evaluation categories) than with making an award at the lowest overall evaluated cost/ price. However, if the technical/performance aspects of competing proposals are determined to be essentially equivalent, the evaluated cost/price may become the determining factor for award. The determination that technical/performance aspects are essentially equal is within the discretion of the source selection official.

[End of Provision]

III.11 COST OR PRICE EVALUATION (MAR 2003)

Separately and apart from the technical evaluation, the Government will conduct a price evaluation of the offeror's price proposal. A price analysis will be conducted to determine if proposed prices accurately and adequately reflect the work to be performed.

(End of Provision)

III.12 BASIS OF AWARD (TRADE-OFF ANALYSIS) (JUN 2007)

Award shall be made to the offeror whose proposal is determined to best meet the needs of Government after consideration of all factors-- i.e., provides the "best value". "Best value" is defined here as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among cost or price and non-cost or non-price factors.

The basis for the award of a contract will be a detailed, integrated evaluation by the Government on the basis of how well the proposals satisfy the evaluation criteria contained in the provision entitled "EVALUATION CRITERIA (JUN 2007)". Accordingly, the Government may award any resulting contract to other than the lowest priced offeror(s) or other than the offeror(s) with the highest technical merit rating.

The Contracting Officer or Source Selection Authority has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighing are "significant" for purposes of evaluating the overall merit of proposals. Between proposals of substantially equal technical merit, cost/price will become a more significant factor.

Between competing proposals, the Government is not willing to pay significantly more for a minor technical difference, nor is the Government willing to forego a significant technical difference in exchange for a small cost/price differential.

[End of Provision]

Statement of Work (SOW)

Enforcement Systems Support
PR 20079164

Customs and Border Protection
Office of Border Patrol
Strategic Planning, Policy, and Analysis Division
Enforcement Systems Branch
Statistics and Data Integrity Unit

Administration Support
For The
Strategic Planning, Policy, and Analysis Division
Enforcement Systems Branch
Statistics & Data Integrity Unit
Statement of Work (SOW)

1.0 Background:

The Office of Border Patrol (OBP) is an operational entity within U.S. Customs and Border Protection (CBP), which is the unified border agency within the Department of Homeland Security (DHS). OBP's priority mission is to prevent terrorists and terrorist weapons from entering the United States. However, OBP continues to advance its traditional mission by preventing illegal aliens, smugglers, narcotics, and other contraband from entering the United States as these measures directly impact the safety, security, and sovereignty of the United States. In order to achieve these missions, OBP maintains strict focus on a strategic plan based on risk. The core pillars of this plan are information, integration, and rapid response. This strategic goal is executed through use of a highly centralized organizational model with a direct chain of command from the CBP Commissioner, to the Chief of the U.S. Border Patrol, to all Sector Chief Patrol Agents.

2.0 Scope:

The Contractor shall provide the full range of mission critical support to the Strategic Planning, Policy, and Analysis Division / Enforcement Systems Branch (ESB) within the OBP, and more specifically to the Statistics and Data Integrity (SDI) Unit and Enforcement Systems Unit. The ESB Branch supports all enforcement information technology (IT)-related needs within the Border Patrol and acts as the manager of those IT programs. The ESB Branch ensures that the Border Patrol receives the technology, hardware, software, and technology-related support necessary to uphold the pillars of the strategic plan, particularly in regards to information.

The mission of the SDI Unit is to focus on providing accurate, reliable, and timely responses to internal and external inquiries pertaining to the metrics gathered by the enforcement systems of the United States Border Patrol.

The unit provides two distinct services to meet this mission:

1. Create and disseminate statistical reports relating to apprehension and seizure data. Some reports are produced on a regular basis while others are produced in response to ad hoc requests for information. Reports are provided to both internal and external sources.
2. Inspect and review data across all Border Patrol information systems to ensure complete, reliable, and accurate data collection, quality, and integrity to the fullest extent possible.

The Enforcement Systems Unit is responsible for oversight over software applications used by field agents of the Border Patrol to record and conduct field operations. It is also responsible for managing and promoting biometric initiatives as they relate to Border Patrol operations and for liaison with other agencies as it relates to the capture of biometric and biographic information of

subjects. The unit is responsible for the requirements gathering, trouble-shooting and gathering of issues, prioritization of work, and deployment of the numerous enforcement systems in use by the Border Patrol throughout the nation.

3.0 Applicable Documents:

Security Certification/Accreditation

The System Life Cycle (SLC) Handbook (CIS-HB 5500-07B)

CBP Information Systems Security Policies and Procedures Handbook 1400-05C Version 2.1

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

4.0 Specific Tasks:

The Contractor shall provide support to ESB Branch within the OBP, by performing the tasks outlined below. The contractor shall be required to meet the deadlines imposed as tasks and services are requested, as well as provide work products that meet recognized commercial quality standards. Associated tasks include, but are not limited to, the following tasks:

4.1 Reporting and Analysis – The Contractor shall provide reporting and analytical support through the use of data mining techniques.

4.2 Technical Assistance – The Contractor shall provide support and helpdesk services to users of various enforcement systems, as well as project consultation and support within DHS. The contractor shall provide approximately 10 hours per week of support and helpdesk services during normal business hours.

4.3 Training – The Contractor shall develop training protocols and documentation in support of the Border Patrol Enforcement Tracking System and other Border Patrol Systems. The contractor shall deliver training to OBP employees and contractors. The contractor shall provide at least 20 hours per week of training development and support.

Contractor personnel will have the required skills sets needed to conduct their duties in a dynamic working environment. The government will afford the contractor a reasonable amount of time away from their normal duties to attend Contractor provided training, provided that absences due to such training do not adversely impact the OBP mission. Contractor shall not bill the government for hours utilized by contract employees to attend training.

4.4 Requirement Analysis – The contractor shall conduct an analysis to determine the needs for a particular program and translate these needs into user requirements after CBP

approval. The Contractor shall analyze these requirements to determine development technical alternatives.

4.5 Data Analysis – The Contractor shall determine whether required data is available or whether data needs to be obtained from legacy systems. The Contractor shall analyze legacy data to determine what the data is. The Contractor shall work with OBP and legacy programmers to understand the business rules associated with the data and legacy systems.

4.6 Development Documentation – The Contractor shall produce the required development, testing, training, and policy documentation as directed by Office of Border Patrol's Enforcement Systems Branch (ESB).

4.7 Develop, Enhance, and Maintain OBP/ESB Enforcement Systems – The Contractor shall provide development, enhancement, and maintenance of support systems. As data integrity is of primary importance, the Contractor shall adhere to the system development life cycle methodology processes.

4.8 Assess Technology – The Contractor shall maintain state-of-the-art knowledge of technology, processes, methodologies, procedural solutions, and products used by or are applicable to the needs of OBP. The Contractor shall identify possible solutions, develop evaluation criteria, evaluate possible solutions and recommend a solution based upon the evaluation. As appropriate, the recommended solution will include short, mid and long-term solutions and actions, and will recommend a migration path. These solutions shall be coordinated with appropriate staffs and shall address the needs of affected staffs. The Contractor shall define and continually refine metrics to be used in the assessment of procedures. The Contractor shall assist in reviewing and interpreting government directives and regulations, and provide technical advice and assessments or impacts on non-web-based application software and hardware requirements.

4.9 Resolve Application Bugs – The Contractor shall resolve variations from normal processing.

4.10 Handle Emergency Situations – The Contractor shall resolve emergency situations caused by a system failure or outage. The Contractor shall immediately assess and alleviate the damage to the greatest extent possible and resolve the situation as quickly as possible. The Contractor shall provide immediate support and coordination with onsite personnel.

4.11 Administer OBP/ESB Applications – The Contractor shall provide administration which requires, as a minimum, the performance of the following tasks:

4.11.1 Provide Second Tier Support – The Contractor shall provide applications-specific end user support from initial contact with the end-user through technical resolution.

4.11.2 Installation Coordination – The Contractor shall coordinate the installation of new application releases or modification with OIT staffs and other organizations as appropriate.

4.11.3 Configuration Management – The Contractor shall perform configuration management for the appropriate OBP application configuration items to include: documentation, programs, hardware, software and metadata. The Contractor shall develop and present a configuration management plan that will include baseline establishment, change initiation procedures, approval procedures, change notification procedures and audit trail conventions.

4.11.4 Project Planning – The Contractor shall perform configuration management for the appropriate OBP application configuration items to include: documentation, programs, hardware, software and metadata. The Contractor shall develop and present a configuration management plan that will include baseline establishment, change initiation procedures, approval procedures, change notification procedures and audit trail conventions.

5.0 Deliverables and Delivery Schedule:

5.1 Deliverables – The Contractor shall submit a monthly status report to the Contracting Officer (CO), the Contracting Officers Representative (COR) and Government Task Manager on the 15th workday of each month. The monthly status report shall address the functional accomplishments, issues, unresolved problems and a plan of action for resolving any problems identified. This report shall contain the following information:

A cover letter with the Contractor's name and address, the contract number, the date of the report, and the period covered by the report:

- Significant changes to the Contractor's organization or method of operation
- Descriptive summary of work performed, supported by workload statistics
- Descriptive summary of significant events occurring during the reporting period
- Status of pending deliverables with expected delivery dates
- Problem areas affecting technical, schedule, or cost elements of the contract, including background, impact and recommendations for resolution
- Synopsis of issues requiring Government action
- Open action items
- All safety information regarding violations, injuries and resolution of previous safety issues using approved CBP forms
- Results related to previously identified problem areas with conclusions and recommendations
- Trip reports and significant results
- Name and telephone number of the preparer of the report
- Planned activities and accomplishments for the next reporting period

For each task area the Contractor shall provide a budget including cumulative expenditures and balance remaining, hours utilized by labor category for the month and cumulative hours utilized by labor category for the period of performance of the contract.

This report shall be prepared in a narrative format suitable for reproduction. In addition to paper copy, submit electronically in MS Word and Adobe PDF. Electronic submittal may be made via e-mail to the COR and Government Task Manager. The monthly status reports shall be reviewed during the monthly

meeting with the contractor. Unforeseen issues that impact the performance under this SOW shall be reported to the COR and Government Task Manager immediately upon discovery via email, telephone or in person.

5.2 Ad Hoc Reports – The Contractor shall submit Ad Hoc reports, in the Contractor's choice of format, when requested by the Government. These Ad Hoc reports can cover, but are not limited to such areas as:

- Trip reports
- Meeting agenda reports
- Meeting minutes
- Extracting system availability information in support of internal and external investigations.
- Daily Status
- Weekly Status

All deliverables produced as a result of this SOW shall become the property of the Government.

5.3 Transition Plan – CBP anticipates a 90 day transition between the two companies. The contractor shall prepare and provide a comprehensive transition plan, both in and out, that describes the strategy and approach to full implementation and full operational responsibility of the Units for all requirements outlined in this SOW. In addition, the plan must address how you will transfer the functions to a new contractor, or, upon termination, transfer the functions back to the Government.

5.4 Contingency Plan – The contractor shall prepare a contingency plan that describes how they would fill the incumbent positions should an emergent need arise. For example, if an employee was not performing to the specifications of the contract, or if an employee needed to go on long term leave, etc. The plan should address whether you will be able to fill those positions with qualified personnel in a very short time frame.

5.5 Acceptance Criteria – The contractor shall deliver all work products associated with the assigned tasks and services to the assigned Government Task Manager (GTM) and other technical customers as appropriate for review and approval. Data distribution shall be as directed by the Government COR or GTM. Electronic transmission via CBP networks shall be the primary delivery mechanism; however, hard copies shall be provided upon request. General quality measures as set forth below shall apply to each work product received from the contractor under this statement of work.

- Accuracy – All work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity – All work products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements – All work products shall satisfy the requirements of the SOW.
- File Editing – All text and diagrammatic files shall be editable by the Government.
- Format – All work products shall be submitted in hard copy (where applicable)

and in media mutually agreed upon prior to submission. Hard copy formats shall follow CBP internal specified directives or manuals.

6.0 Place of Performance:

The Government considers the following as permanent duty stations of contractor personnel during the performance of this contract. Work shall be performed at 1300 Pennsylvania Avenue, NW, Suite 6.2C, Washington, DC 20229 or another facility defined by the government.

6.1 Telework – Contractor Personnel, at the discretion of the COR, are eligible to request episodic telework arrangements as long as he/she meets the guidelines and position eligibility requirements set forth in the CBP Telework Program.

7.0 Hours of Operation

The CBP Headquarters – Office of Border Patrol, Statistics and Data Integrity and Enforcement Systems Units have the responsibility of supporting the Office of Border Patrol and all twenty (20) Sectors on a twenty-four hour/seven day a week basis. Due to this mission requirement the contractor may be required to work occasional shifts and holidays. If shift work is required, it will consist of three (3) shifts per day, eight hours per shift (possible hours identified below). The number of shifts will be determined based on the needs of the government, which will be driven by project load and project deadlines.

1 st Shift	2 nd Shift	3 rd Shift
7:00AM – 3:00PM	8:00AM – 4:00PM	9:30AM – 5:30PM

Contractor personnel shall be available for work for 8-hour days with at least one contractor employee beginning at 7:00 a.m. Contractor employees shall work the required 8 hours within the core hours of operation, which are defined as 7:00a.m to 5:30 p.m., Monday through Friday of each week.

7.1 Overtime – Due to the dynamic nature of the work being performed under this task award and its direct relation to accomplishment of the Border Patrol goals and mission, overtime work during non-business hours for contractor employees may be required including weekends. Overtime shall be approved prior to working any OT hours, in writing, by the COR. A not to exceed (NTE) overtime budget shall be established upon contract award to be managed by the contractor. The contractor is required to notify the COR upon a 75 percent expenditure of Overtime budget. Overtime shall be itemized in the same format as regular labor hours, must be presented for payment with the applicable monthly invoice and shall be billed in accordance with the Fair Labor Standards Act.

7.2 Observance of Legal Holidays and Excused Absence:

7.2.1 The Government hereby provides notification that Government personnel observe the listed days as holidays:

- New Year's Day

- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

7.2.2 It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

7.2.3 When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the COR.

7.2.4 If Government personnel are furloughed, the Contractor shall contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

- Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

7.2.5 In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting

Government personnel is signed into law by the President of the United States.

7.2.6 Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

8.0 Travel

All travel and overtime shall be approved in advance by the COR. All travel shall be in accordance with the Government's Federal Travel Regulations (FTR). Travel vouchers and supporting documents must be presented for payment within 5 days of the completion of travel. All overtime must be approved in advance also be the COR. Overtime rates will not exceed one and a half times the normal negotiated hourly labor rate. Other direct costs may be authorized as directed by the CO.

9.0 Project Staffing Estimates:

The following estimates are for planning, proposal pricing and evaluation purposes.

Labor Category	Estimated Hours by Labor Category
Sr. Project Specialist (3)	2080
Project Specialist (2)	2080
Sr. Applications Programmer (1)	2080

10.0 Personnel Requirements /Qualifications:

The contractor shall provide the full-time and part-time personnel necessary to staff the SDI Unit. Recommended personnel and skill mix are listed below; however the Government will consider alternatives to allow contractor flexibility in meeting the requirements to staff the SDI Unit.

10.1 Sr. Project Specialists – 3 Positions

Functional Responsibility: Provide support for the production of trends analysis using CBP apprehensions and intelligence data. Required to create and maintain various databases and spreadsheets for tracking operational data. Perform statistical percent change analysis and projections. Write and maintain SQL queries for data mining from various internal and external databases. Give briefs on statistics, analyses, and projections. Ensure data integrity in enforcement systems and provide recommendations on improving the integrity of the systems. Query information in the enforcement systems in order to verify and support various requests and reporting requirements. Proficient in Aqua Data Studios, MS-Access, MS-Excel, SQL Server Query Analyzer, VBA, and Visual Basic.

Required Experience: Eight years' and above experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree.

10.2 Project Specialist – 2 Positions

Functional Responsibility: Provide support for the production of trends analysis using CBP apprehensions and intelligence data. Required to create and maintain various databases and spreadsheets for tracking operational data. Perform statistical percent change analysis and projections. Write and maintain SQL queries for data mining from various internal and external databases. Give briefs on statistics, analyses, and projections. Ensure data integrity in enforcement systems and provide recommendations on improving the integrity of the systems. Query information in the enforcement systems in order to verify and support various requests and reporting requirements. Proficient in Aqua Data Studios, MS-Access, MS-Excel, SQL Server Query Analyzer, VBA, and Visual Basic.

Required Experience: Four years' and above experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree

10.3 Sr. Applications Programmer – 1 Position

Functional Responsibility: Responsible for the technical oversight and guidance of development, maintenance and support of software applications. At the direction of the Enforcement Systems Unit, work on new software development initiatives in conjunction with CBP's Office of Information & Technology (OIT). The Sr. Applications Programmer shall be responsible for all aspects of software development including project initiation documentation, gathering and documenting requirements, software design, software development, testing, training and implementation. Responsible all maintenance support of existing applications including software enhancements, application bug fixes, and associated documentation. Responsible for technical oversight and direction for the software development of new and existing applications.

Required Experience: 8 years' and above experience in the functions described above.

Required Education: Bachelor's degree in computer science, information systems, mathematics, or a related field. An additional four years of relevant experience may be substituted for the bachelor's degree.

NOTE: All personnel under this contract are considered key personnel per Clause 3052.215-70 of the solicitation.

11.0 Identification Badges

All Contractor employees shall be required to wear CBP identification badges at all times when working in Government facilities.

11.1 Additional Personnel Security Data – The Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by CBP

computers:

[Name]
[Position or Professional Title] [Company Name]
Supporting the Statistics and Data Integrity Unit
U.S. Border Patrol - HQ
[Phone]
[FAX]
[Other contract information as desired]

12.0 Information Security

12.1 Security Requirements for Unclassified Information Technology Resources

The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

- Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Contractor's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Note: Examples of tasks that require security provisions include:

- Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- Access to DHS networks or computers at a level beyond that granted the general

public (e.g., such as bypassing a firewall).

At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

12.3 Security Certification/Accreditation

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with Attachment D of the DHS Sensitive Systems Handbook Publication 4300A. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

12.4 Security Review and Reporting

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, CBP ISSM, and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/CBP data or the function of computer systems operated on behalf of DHS/CBP, and to preserve evidence of computer crime.

12.5 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both DAAs or by the official designated by the DAA to have signatory authority.

"All services provided under this task order must be compliant with DHS Information Security Policy, identified in MD4300.1, *Information Technology Systems Security Program* and *4300A Sensitive Systems Handbook*."

13.0 Points of Contact

Contracting Officer:

Name: Shaun Saad

Address: 1300 Pennsylvania Ave. NW – Washington, DC 20229

Telephone: (b) (6)

Email: (b) (6)

Contracting Officers Representative:

Name: (b) (6)

Address: 1300 Pennsylvania Ave. NW – Room 6.5E, Washington, DC 20229

Telephone: (b) (6)

Fax: (b) (6)

Email: (b) (6)

Alternate COR Name: TBD upon contract award

Government Task Manager (GTM): TBD upon contract award

Alternate GTM: TBD upon contract award

14.0 Enterprise Architect (EA) Compliance

The Offeror shall ensure that the design conforms to the DHS and CBP enterprise architecture (EA), the DHS and CBP technical reference models (TRM), and all DHS and CBP policies and guidelines as promulgated by the DHS and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA) such as the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture - Technical Framework.

The Offeror shall conform to the federal enterprise architecture (FEA) model and the DHS and CBP versions of the FEA model as described in their respective EAs. Models will be submitted using Business Process Modeling Notation (BPMN 1.1, BPMN 2.0 when available) and the CBP

Architectural Modeling Standards for all models.

Universal Modeling Language (UML2) may be used for infrastructure only. Data semantics shall be in conformance with the National Information Exchange Model (NIEM). Development solutions will also ensure compliance with the current version of the DHS and CBP target architectures.

Where possible, the Offeror shall use DHS/CBP approved products, standards, services, and profiles as reflected by the hardware software, application, and infrastructure components of the DHS/CBP TRM/standards profile. If new hardware, software and infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal technology insertion process which includes a trade study with no less than four alternatives, one of which shall reflect the status quo and one shall reflect multi-agency collaboration. The DHS/CBP TRM/standards profile will be updated as technology insertions are accomplished.

All developed solutions shall be compliant with the HLS (Homeland Security) EA (Enterprise Architecture).

All IT hardware or software shall comply with the HLS EA. Compliance with the HLS EA shall be derived from and aligned through the CBP EA. All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model. Submittal shall be through the CBP Data Engineering Branch and CBP EA.

In compliance with OMB mandates, all network hardware provided under the scope of this Statement of Work and associated Task Orders shall be IPv6 compatible without modification, upgrade, or replacement.

15.0 ITP (Infrastructure Transition Plan)

The DHS CIO has established portfolio targets for the IT infrastructure that include production system consolidation at a DHS data center, and transition to OneNet. The contractor must be prepared to support CBP government leads, within the purview of this task order, to provide any required transition planning or program execution, associated with meeting the agreed to transition timeline, as directed by Government personnel. This includes the following types of taskings:

- Coordination with Government representatives
- Review, evaluation and transition of current support services
- Transition of historic data to new contractor system
- Government-approved training and certification process
- Transfer of all necessary business and/or technical documentation
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes, equipment, furniture, phone lines, computer equipment, etc.
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance
- Applicable debriefing and personnel out-processing procedures

16.0 Employee Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee's performance or the quality of the employees' services.

17.0 Contractor Input and Tracking

The Contractor shall require that each employee under the contract has:

Entered information into the CBP web-based phone system

Provided information to be entered into the CBP Contractor Tracking System

In accordance with U.S. Customs and Border Protection's Security Policy No. OIT SEC 2.16 "OIT Policy for Centralized Contractor Tracking" The Contractor is responsible for ensuring that all on-boarding and separating employees comply with this directive by immediately supplying the COR with the relevant information required to satisfy this directives requirements.

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you with this form is proposing on a Department of Homeland Security, Bureau of Customs and Border Protection solicitation to provide Stats and Data Integrity Support Services. Past Performance is an important part of the evaluation criteria for this acquisition, so your input is very important. **Your response on this form shall be sent directly to Shaun G. Saad, the DHS CBP Contracting Officer. Do not send back to the requesting company or individual.** Please provide an honest assessment and return the questionnaire by email to the address shown below: If you have questions, please contact Shaun G. Saad on (b) (6) email: (b) (6)

PART TWO: GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION

3. CONTRACT NUMBER: _____

2a. EVALUATOR

4. CONTRACT VALUE :

\$

NAME: _____

TITLE: _____

PHONE NO: _____

5. CONTRACT AWARD DATE:

6. CONTRACT COMPLETION DATE:

7. CONTRACT TYPE:

8. COMPLEXITY OF WORK (Circle One Response):

DIFFICULT

ROUTINE

PART TWO: GENERAL INFORMATION CONTINUED**9. BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:**

PART THREE: OFFEROR PERFORMANCE RATING

On the following pages, please summarize the offeror's performance in each rating factors. Each factor has a set of subfactors with four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing an "X" under the appropriate heading. Offeror performance factors are:

- A. QUALITY OF SERVICES/REPORTS**
- B. PROJECT MANAGEMENT - RESOURCE ALLOCATION**
- C. TIMELINESS OF PERFORMANCE**
- D. COST EFFECTIVENESS**

Adjectival ratings are defined below and should be used as a reference in assessing performance:

EXCEPTIONAL = Offer's performance met all contract requirements and exceeded many to the customer's benefit. Offeror's performance has resulted in a high level of efficiency, productivity and quality. Very little risk anticipated with performance or lack of customer satisfaction.

SATISFACTORY = Offer's performance met customer expectations or contract requirements. Some potential risk and lack of customer satisfaction is anticipated based upon the offeror's past performance.

MARGINAL = Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which the contractor's corrective actions were only marginally effective.

NEUTRAL = No relevant past performance record is available for evaluation.

UNSATISFACTORY = Performance did not meet most (or all) contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.

A	QUALITY OF SERVICE	Exceptional	Satisfactory	Marginal	Unsatisfactory	Neutral
1	Did the contractor provide quality services?					
2	Did the contractor provide quality reports and documentation (i.e., accurate, current and complete)?					

B	PROJECT MANAGEMENT	Exceptional	Satisfactory	Marginal	Unsatisfactory	Neutral
1	Did the contractor provide effective contract and project management?					
2	Was the contractor able to solve contract performance problems without extensive guidance from counterparts?					
3	Did the contractor supply adequate and qualified replacement personnel?					
4	How effective has the contractor been in understanding and responding to user requirements?					
5	Did the contractor establish and maintain effective quality control standards and procedures?					

C	TIMELINESS OF PERFORMANCE	Exceptional	Satisfactory	Marginal	Unsatisfactory	Neutral
1	Did the contractor adhere to contract delivery schedules in the following areas:					
	(a) performance of services?					
	(b) delivery of goods?					
	(c) delivery of reports or other documentation?					
2	Were replacement personnel identified and assigned to the project in a timely manner?					

D	COST EFFECTIVENESS	Exceptional	Satisfactory	Marginal	Unsatisfactory	Neutral
1	To what extent did the contractor meet the cost estimate?					
2	Did the contractor effectively plan work to ensure maximum effective utilization of resources?					

PART THREE: OFFEROR PERFORMANCE RATING CONTINUED

1. Has this contract been partially or completely terminated for default or convenience?

YES _____ Default _____ Convenience _____

NO _____

If yes, please explain (e.g. inability to meet cost, performance, or delivery schedules - also include contract number, name, address, and phone number of Terminating Contracting Officer - TCO).

2. What was the contractor's greatest strength in the performance of the contract?

3. What was the contractor's greatest weakness in the performance of the contract?

4. Would you award another contract to this contractor?

YES _____ No _____

COMMENTS:

PART FOUR: EVALUATOR’S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF EVALUATOR

TITLE OF EVALUATOR